


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF 67		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 68HERC20R0017		6. SOLICITATION ISSUE DATE 03/19/2020	
7. FOR SOLICITATION INFORMATION CALL: 		a. NAME Keith Pfeffer			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/LOCAL TIME 04/23/2020 2359 ET	
9. ISSUED BY  CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001			CODE CAD	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541715 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: 1,000				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO  NCCT RTP 2 US Environmental Protection Agency Computational Toxicology (NCCT) 4930 Page Road Durham NC 27709		CODE NCCT RTP 2	16. ADMINISTERED BY  CAD US Environmental Protection Agency 26 West Martin Luther King Drive Mail Code: W136 Cincinnati OH 45268-0001					
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001		High-Throughput Transcriptomics (HTTr) Using Targeted RNA-Seq -  Recompete of Transcriptomics BPA EP-BPA-16-D-0003 for NCCT  (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.								
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) Keith Pfeffer			31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED    ☐ INSPECTED    ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT ( <i>Location</i> )	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

SECTION A - Solicitation/Contract Form .....	3
SECTION B - Supplies or Services/Prices .....	4
B-1 EPAAR 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (JUL 2014) .....	4
B-2 Local Clauses 1552.216-73 FIXED RATES FOR SERVICES - INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT .....	4
B-3 Local Clauses EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS .....	4
B-4 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION.....	4
SECTION C - Description/Specifications .....	6
C-1 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JUL 2016) .....	6
C-2 Local Clauses EPA-C-10-101 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT/SPECIFICATIONS .....	6
C-3 Local Clauses EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN .....	6
SECTION D - Packaging and Marking .....	7
SECTION E - Inspection and Acceptance .....	8
E-1 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014).....	8
SECTION F - Deliveries or Performance.....	11
F-1 FAR 52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984).....	11
F-2 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000) .....	11
F-3 EPAAR 1552.211-75 WORKING FILES. (APR 1984) .....	11
F-4 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE.....	11
SECTION G - Contract Administration Data .....	12
G-1 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (MAY 19) - ALTERNATE I (MAY 19).....	12
G-2 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES.....	17
SECTION H - Special Contract Requirements.....	18
H-1 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (JUL 2016) .....	18
H-2 EPAAR 1552.208-70 PRINTING. (SEP 2012).....	18
H-3 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994) - ALTERNATE I (SEP 1998) .....	18
H-4 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994) - ALTERNATE I (JAN 2015) .....	18
H-5 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) - ALTERNATE I (JAN 2015).....	19
H-6 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (DEC 2018) .....	19
H-7 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984) .....	21
H-8 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999) .....	21
H-9 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION .....	23
H-10 Local Clauses EPA-H-27-102 CONFIDENTIALITY OF INFORMATION.....	19
SECTION I - Commercial Clauses - Sam template.....	24
I-1 FAR 52.202-1 DEFINITIONS. (NOV 2013).....	24
I-2 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011) .....	24
I-3 FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (OCT 2018).....	24
I-4 FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (JUL 2016).....	24
I-5 FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (JUL 2016).....	24
I-6 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (JUN 2016).....	24
I-7 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (OCT 2018).....	24
I-8 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (OCT 2019) .....	28
I-9 FAR 52.216-18 ORDERING. (OCT 1995).....	32

I-10 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995).....	33
I-11 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995) .....	33
I-12 FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN. (MAR 2015).....	33
I-14 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013).....	34
I-15 FAR 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE II (APR 1984). . . . .	34
I-16 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996). . . . .	34
I-17 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004). . . . .	34
I-18 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998). . . . .	34
I-19 FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS. (JAN 2017) . . . . .	34
SECTION J - List of Documents, Exhibits and Other Attachments.....	35
SECTION K - Representations, Certifications, and Other Statements of Bidders.....	36
K-1 FAR 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION. (JAN 2017) ..	36
K-2 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018).....	36
K-3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018) .....	36
K-4 FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW. (FEB 2016) .....	37
K-5 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS. (OCT 2018) .....	37
K-6 FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS. (AUG 2018).....	51
K-7 FAR 52.233-2 SERVICE OF PROTEST. (SEP 2006).....	51
K-8 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998).....	52
K-9 EPAAR 1552.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT. (APR 1984).....	52
SECTION L - Instructions, Conditions, and Notices to Bidders.....	53
L-1 FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. (OCT 2018) (DEVIATION 2018-01) .....	53
L-2 FAR 52.216-1 TYPE OF CONTRACT. (APR 1984).....	56
L-3 EPAAR 1552.215-75 PAST PERFORMANCE INFORMATION. (OCT 2000) .....	56
L-4 Local Clauses EPA-L-12-101 PROPOSED CONTRACTOR START DATE .....	58
L-5 Local Clauses EPA-L-15-102 TECHNICAL QUESTIONS .....	58
L-6 Local Clauses EPA-L-15-104 ELECTRONIC SUBMISSION OF PROPOSALS/BIDS/ OFFERS/QUOTES (MAR 2014) . . . . .	58
L-7 Local Clauses EPA-L-36-101 PROPOSAL INSTRUCTIONS . . . . .	58
SECTION M - Evaluation Factors for Award .....	62
M-1 Local Clauses EPA-M-15-101 EVALUATION FACTORS FOR CONTRACT AWARD.....	62

**SECTION A - Solicitation/Contract Form**

No clauses in this section.

## **SECTION B - Supplies or Services/Prices**

### **B-1 EPAAR 1552.216-72 ORDERING-BY DESIGNATED ORDERING OFFICERS. (JUL 2014)**

(a) The Government will order any supplies and services to be furnished under this contract by issuing task/delivery orders on Optional Form 347, or an agency prescribed form, from the effective date of contract through the expiration date of the contract. In addition to the Contracting Officer, the following individuals are authorized ordering officers.

None.

(b) A Standard Form 30 will be the method of amending task/delivery orders.

(c) The Contractor shall acknowledge receipt of each order by having an authorized company officer sign either a copy of a transmittal letter or signature block on page 3 of the task/delivery order, depending upon which is provided, within three calendar days of receipt.

(d) Prior to the placement of any task/delivery order, the Contractor will be provided with a proposed Statement of Work and will be asked to respond with detailed technical and cost proposals within fifteen calendar days or less. The technical proposal will delineate the Contractor's interpretation for the execution of the SOW, and the pricing proposal will be the Contractor's best estimate for the hours, labor categories and all costs associated with the execution. The proposals are subject to negotiation. The Ordering Officer and the Contractor shall reach agreement on all the material terms of each order prior to the order being issued.

(e) Each task/delivery order issued will incorporate the Contractor's technical and cost proposals as negotiated with the Government and will have a ceiling price which the contractor shall not exceed.

(f) Under no circumstances will the Contractor start work prior to the issue date of the task/delivery order unless specifically authorized to do so by the Ordering Officer. Any verbal authorization will be confirmed in writing by the Ordering Officer or Contracting Officer within five calendar days.

### **B-2 Local Clauses 1552.216-73 FIXED RATES FOR SERVICES - INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT**

The firm fixed prices set out in Attachment 2 'Pricing Worksheets' rates shall apply for payment purposes for the duration of the contract.

The rate, or rates, set forth above cover all expenses, including report preparation, salaries, overhead, general and administrative expenses, and profit.

The Government shall pay the Contractor for the life of a task order at rates in effect when the task order was issued, even if performance under the task order crosses into another period.

### **B-3 Local Clauses EPA-B-16-101 MINIMUM AND MAXIMUM AMOUNTS**

During the period specified in the "Ordering" clause, the Government shall place orders totaling a minimum of \$50,000. The amount of all orders shall not exceed \$25,000,000.

### **B-4 Local Clauses EPA-B-32-103 LIMITATION OF GOVERNMENT'S OBLIGATION**

(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line items (to be completed in applicable task orders) through (to be completed in applicable task orders) are severable and may be incrementally funded. For these items, the sum of \$(to be completed in applicable task orders) of the total price is presently available for payment and allotted to this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the

Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 30 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

RECAPITULATION:

PRIOR	THIS	NEW
AMOUNT	MOD	AMOUNT

Total Maximum Amount:

Funded Amount:

## SECTION C - Description/Specifications

### C-1 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT. (JUL 2016)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements (accessibility)*. Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at [www.epa.gov/accessibility](http://www.epa.gov/accessibility).

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://www2.epa.gov/irmpoli8/current-information-directives>.

(End of clause)

### C-2 Local Clauses EPA-C-10-101 STATEMENT OF WORK//SPECIFICATIONS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Statement of Work included in Attachment 1. Work will be ordered against the subject Statement of Work through Contracting Officer issuance of task orders.

### C-3 Local Clauses EPA-C-10-103 INCORPORATION OF CONTRACTOR'S QUALITY ASSURANCE (QA) PLAN

The Contractor shall adhere to the list of standard operating procedures set forth in its QA plan dated (to be completed at contract award), which is incorporated by reference.

## **SECTION D - Packaging and Marking**

No clauses in this section.

## SECTION E - Inspection and Acceptance

### E-1 FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT. (DEC 2014)

- (a) The Contractor shall comply with the higher-level quality standard(s) listed below.  
Specifications and Systems for Environmental Data Collection and Environmental Technology Programs, ANSI/ASQC E4, 1994.
- (b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph
- (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in—
- (1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or
  - (2) When the technical requirements of a subcontract require—
    - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
    - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the contractor shall also implement all quality documentation approved by the Government.

#### A. Pre-award Documentation:

The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

	Documentation	Specifications	Due
X	Quality Management Plan – <b>The offeror shall submit the full QMP with its offer, however, only a list of Standard Operating Procedures (SOPs) is required with the QMP submitted with the offer. The full SOPs shall be submitted after award, (see B) Post-award documentation below.</b>	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]	With offer

	Joint Quality Management Plan / Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Management Plans (QA/R2) [dated 03/20/01] and  EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	N/A
	Programmatic Quality Assurance Project Plan for the Entire Program (Contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	N/A
	Other Equivalent:		N/A

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

**B. Post-award Documentation:**

The contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

	Documentation	Specifications	Due
<b>X</b>	Quality Management Plan - <b>Actual complete SOPs shall be required 28 calendar days after award.</b>	SOPs shall follow the guidance contained in EPA's "Guidance for Preparing Standard Operating Procedures (QA/G6)". Resources for preparing SOPs, including the QA/G6 guidance document, may be found at <a href="https://www.epa.gov/quality/agency-wide-quality-system-documents">https://www.epa.gov/quality/agency-wide-quality-system-documents</a> . SOPs shall cover all contract activities and ensure that appropriate methods for sampling, analysis, data handling, and quality control (QC) are employed and are properly documented.	28 calendar days after award.

	Joint Quality Management Plan / Quality Assurance Project Plan for the Contract	EPA Requirements for Quality Management Plans (QA/R2) [dated 03/20/01] and  EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	N/A
X	Programmatic Quality Assurance Project Plan for the Entire Program (Contract)	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]. EPA QA/R-5 can be found at <a href="http://www.epa.gov/quality/qs-docs/r5-final.pdf">http://www.epa.gov/quality/qs-docs/r5-final.pdf</a>	Upon contract award, refer to SOW section E, Quality Assurance.
X	Quality Assurance Project Plan for Each Applicable Project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	Upon issuance of Task Order, as required.
	Project-specific Supplement to Programmatic Quality Assurance Project Plan for Each Applicable Project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	N/A
	Other Equivalent:	As stated in the SOW, Section E. Quality Assurance	N/A

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

## **SECTION F - Deliveries or Performance**

F-1 FAR 52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)

F-2 EPAAR 1552.211-70 REPORTS OF WORK. (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with the Statement of Work Attachment 1. Each report shall cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

The OMB clearance number for progress reports delivered under this contract is 2030-0005.

F-3 EPAAR 1552.211-75 WORKING FILES. (APR 1984)

The Contractor shall maintain accurate working files (by task or work assignment) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in the contractor's working files upon request of the Contracting Officer.

F-4 Local Clauses EPA-F-12-101 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from contract award through five years exclusive of all required reports. All final reports shall be delivered within 60 days of the expiration date of the issued task orders.

## SECTION G - Contract Administration Data

### G-1 EPAAR 1552.232-70 SUBMISSION OF INVOICES. (MAY 19) - ALTERNATE I (MAY 19)

(a) *Electronic invoicing and the Invoice Processing Platform (IPP)-(1) Definitions.* As used in this clause-

*Contract financing payment and invoice payment* are defined in Federal Acquisition Regulation (FAR) 32.001.

*Electronic form* means an automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, email, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Invoice Processing Platform or another electronic form authorized by the Contracting Officer.

*Payment request* means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(2)(i) Except as provided in paragraph (c) of this clause, the Contractor shall submit invoices using the electronic invoicing program Invoice Processing Platform (IPP), which is a secure web-based service provided by the U.S. Treasury that more efficiently manages government invoicing.

(ii) Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: (This is a fill-in for acceptable types of required documentation, such as an SF 1034 and 1035, or an invoice/self-designed form on company letterhead that contains the required information.)

(iii) The Contractor's Government Business Point of Contact (as listed in System for Award Management (SAM)) will receive enrollment instructions via email from the IPP. The Contractor must register within 3 to 5 days of receipt of such email from IPP.

(iv) Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) or by telephone at (866) 973-3131.

(3) If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor shall submit a waiver request in writing to the Contracting Officer. The Contractor may submit an invoice using other than IPP only when-

(i) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor; and in such cases, the Contracting Officer shall modify the contract to include a copy of the Determination; or

(ii) When the Governmentwide commercial purchase card is used as the method of payment.

(4) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(5) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(6) Invoices submitted through IPP will be either rejected, or accepted and paid, in their entirety, and will not be paid on a partial basis.

(b) *Invoice preparation.* The Contractor shall prepare its invoice or request for contract financing payment in accordance with FAR 32.905 on the prescribed Government forms, or the Contractor may submit self-

designed forms which contain the required information. Standard Form 1034, *Public Voucher for Purchases and Services other than Personal*, is prescribed for used by contractors to show the amount claimed for reimbursement. Standard Form 1035, *Public Voucher for Purchases and Services other than Personal-Continuation Sheet*, is prescribed for use to furnish the necessary supporting detail or additional information required by the Contracting Officer.

(c) *Invoice content.* (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions. If contract work is authorized by individual task order or delivery order (TO/DO), the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each TO/DO and for the contract total, as well as any supporting data for each TO/DO as identified in the instructions.

(2) The invoice or request for contract financing payment that employs a fixed rate feature shall include current and cumulative charges by contract labor category and by other major cost elements such as travel, equipment, and other direct costs. For current costs, each cost element shall include the appropriate supporting schedules identified in the invoice preparation instructions.

(d) *Subcontractor charges.* (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in paragraph (c)(2) of this section. This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses Confidential Business Information (CBI) concerns.

(e) *Period of performance indication.* Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the base contract and each option period.

(f) *Invoice submittal.* (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, *Allowable Cost and Payment*, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

(g) *EPA Invoice Preparation Instructions-SF 1034.* The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

(1) U.S. Department, Bureau, or establishment and location-Insert the names and address of the servicing finance office, unless the contract specifically provides otherwise.

(2) Date Voucher Prepared-Insert date on which the public voucher is prepared and submitted.

(3) Contract/Delivery Order Number and Date-Insert the number and date of the contract and task order or delivery order, if applicable, under which reimbursement is claimed.

(4) Requisition Number and Date-Leave blank.

(5) Voucher Number-Insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. For an adjustment invoice, write "(invoice number) #Adj" at the voucher number. For a final invoice, put invoice number F. For a completion invoice, put invoice number #C.

(6) Schedule Number; Paid By; Date Invoice Received-Leave blank.

(7) Discount Terms-Enter terms of discount, if applicable.

(8) Payee's Account Number-This space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.

(9) Payee's Name and Address-Show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

(10) Shipped From; To; Weight Government B/L Number-Insert for supply contracts.

(11) Date of Delivery or Service-Show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, *e.g.*, revised provisional or final indirect cost rates, award fee, etc.

(12) Articles or Services-Insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page \_\_\_\_ of Standard Form 1035." Insert "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Insert "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Insert "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the final public voucher. Insert the following certification, signed by an authorized official, on the face of the Standard Form 1034:

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

\_\_\_\_\_  
(Name of Official)

\_\_\_\_\_  
(Title)

(13) Quantity; Unit Price-Insert for supply contracts.

(14) Amount-Insert the amount claimed for the period indicated in paragraph (g)(11) of this clause.

(h) *EPA Invoice Preparation Instructions-SF 1035*. The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

(1) U.S. Department, Bureau, or Establishment-Insert the name and address of the servicing finance office.

(2) Voucher Number-Insert the voucher number as shown on the Standard Form 1034.

(3) Schedule Number-Leave blank.

(4) Sheet Number-Insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.

(5) Number and Date of Order-Insert payee's name and address as in the Standard Form 1034.

(6) Articles or Services-Insert the contract number as in the Standard Form 1034.

(7) Amount-Insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).

(8) A summary of claimed current and cumulative costs and fee by major cost element-Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost and Rate Negotiation Team.

(9) Fee-The fee shall be determined in accordance with instructions appearing in the contract.

**Note to paragraph (h)**-Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

(i) *Supporting Schedules for Cost Reimbursement Contracts.* The following backup information is required as an attachment to the invoice as shown by category of cost:

(1) Direct Labor-Identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

(2) Indirect Cost Rates-Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

(3) Subcontracts-Identify the major cost elements for each subcontract.

(4) Other Direct Costs-When the cost for an individual cost (*e.g.*, photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

(5) Contractor Acquired Equipment (if authorized by the contract)-Identify by item the quantities, unit prices, and total dollars billed.

(6) Contractor Acquired Software (if authorized by the contract)-Identify by item the quantities, unit prices, and total dollars billed.

(7) Travel-When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, *e.g.*, task order/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

**Note to paragraph (i)**-Any costs requiring advance consent by the Contracting Officer will be considered improper and will be disallowed, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts disallowed on the contract as of the date of the invoice. Also include an explanation of the changes in cumulative costs disallowed by addressing each adjustment in terms of: Voucher number, date, dollar amount, source, and reason

for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

(j) *Supporting Schedules for Time and Materials Contracts.* The following backup information is required as an attachment to the invoice as shown by category of cost:

- (1) Direct Labor-Identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.
- (2) Subcontracts-Identify the major cost elements for each subcontract.
- (3) Other Direct Costs-When the cost for an individual cost (*e.g.*, photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.
- (4) Indirect Cost Rates-Identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.
- (5) Contractor Acquired Equipment-Identify by item the quantities, unit prices, and total dollars billed.
- (6) Contractor Acquired Software-Identify by item the quantities, unit prices, and total dollars billed.
- (7) Travel-When travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, *e.g.*, task order/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

**Note to paragraph (j)**-Any costs requiring advance consent by the Contracting Officer will be considered improper and will be disallowed, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts disallowed on the contract as of the date of the invoice. Also include an explanation of the changes in cumulative costs disallowed by addressing each adjustment in terms of: Voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

(k) *Adjustment vouchers.* Adjustment vouchers should be submitted if finalized indirect rates were received but the rates are not for the entire period of performance. For example, the base period of performance is for a calendar year but your indirect rates are by fiscal year. Hence, only part of the base period can be adjusted for the applicable final indirect rates. These invoices should be annotated with "adj" after the invoice number.

(l) *Final vouchers.* Final Vouchers shall be submitted if finalized rates have been received for the entire period of performance. For example, the base period of performance is for a calendar year but your indirect rates are by fiscal year. You have received finalized rates for the entire base period that encompass both fiscal years that cover the base period. In accordance with FAR 52.216-7, these invoices shall be submitted within 60 days after settlement of final indirect cost rates. They should be annotated with the word "Final" or "F" after the invoice number. Due to system limitations, the invoice number cannot be more than 11 characters to include spaces.

(m) *Completion vouchers.* In accordance with FAR 52.216-7(d)(5), a completion voucher shall be submitted within 120 days (or longer if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract. The voucher shall reflect the settled amounts and rates. It shall include settled subcontract amounts and rates. The prime contractor is

responsible for settling subcontractor amounts and rates included in the completion invoice. Since EPA's invoices must be on a period of performance basis, the contractor shall have a completion invoice for each year of the period of performance. This voucher must be submitted to the Contracting Officer for review and approval before final payment can be made on the contract. The Contracting Officer may request an audit of the completion vouchers before final payment is made. In addition, once approved, the Contracting Officer will request the appropriate closeout paperwork for the contract. For contracts separately invoiced by delivery or task order, provide a schedule showing final total costs claimed by delivery or task order and in total for the contract. In addition to the completion voucher, the contractor must submit the *Contractor's Release*; *Assignee's Release*, if applicable; the *Contractor's Assignment of Refunds, Rebates, Credits and other Amounts*; the *Assignee's Assignment of Refunds, Rebates, Credits and other Amounts*, if applicable; and the *Contractor's Affidavit of Waiver of Lien*, when required by the contract.

#### G-2 Local Clauses EPA-G-42-101 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:

CL-COR – to be completed at award.

Alternate CL-COR – to be completed at award

Contracting Officials responsible for administering this contract are as follows:

Administrative Contracting Officer- to be completed at award

Administrative Contact Specialist – to be completed at award

## **SECTION H - Special Contract Requirements**

H-1 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER. (JUL 2016)

H-2 EPAAR 1552.208-70 PRINTING. (SEP 2012)

H-3 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST. (MAY 1994) - ALTERNATE I (SEP 1998)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies-The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H-4 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL. (MAY 1994) - ALTERNATE I (JAN 2015)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Contracting Officer's Representative and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Contracting Officer's Representative and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the

contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H-5 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT. (MAY 1994) -  
ALTERNATE I (JAN 2015)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H-6 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION. (DEC 2018)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing EPA regulations (40 CFR part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI). An EPA contractor may assert a business confidentiality claim covering part or all of the information submitted by the contractor in a manner that is consistent with 40 CFR 2.203(b). If no such CBI claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to the EPA contractor, pursuant to 40 CFR 2.203(a), and will not require the additional measures set forth in this section.

(b) Possible circumstances where the EPA may release the Contractor's CBI include, but are not limited to the following:

(1) To EPA contractors and other federal agencies and their contractors tasked with recovery, or assisting the Agency in the recovery, of Federal funds expended pursuant to the Comprehensive

Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9607, as amended, (CERCLA or Superfund) and/or Sec. 311(c) of the Clean Water Act (CWA), as amended by the Oil Pollution Act of 1990 (OPA) (33 U.S.C. 1321(c));

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the EPA and representing the EPA or other federal agencies in procedures for the recovery of Superfund expenditures and costs and damages to be deposited to the Oil Spill Liability Trust Fund (OSLTF);

(3) To the U.S. Department of the Treasury and contractors employed by that department for use in collecting costs to be deposited to the Superfund or the OSLTF;

(4) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. 9607), OPA Sec. 1002 (33 U.S.C. 2702), or CWA Sec. 311 (33 U.S.C. 1321) and their insurers or guarantors ('Potentially Responsible Parties') for purposes of facilitating collection, settlement or litigation of claims against such parties;

(5) To EPA contractors who, for purposes of performing the work required under the respective contracts, require access to information that the Agency obtained under the Clean Air Act (42 U.S.C. 7401 *et seq.*); the CWA (33 U.S.C. 1251 *et seq.*); the Safe Drinking Water Act (42 U.S.C. 300f *et seq.*); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 *et seq.*); the Resource Conservation and Recovery Act (42 U.S.C. 6901 *et seq.*); the Toxic Substances Control Act (15 U.S.C. 2601 *et seq.*); CERCLA (42 U.S.C. 9601 *et seq.*); or the OPA (33 U.S.C. 2701 *et seq.*);

(6) To EPA contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(7) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(8) To Speaker of the House, President of the Senate, or Chairman of a Congressional Committee or Subcommittee;

(9) To entities such as the United States Government Accountability Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(10) To EPA contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the EPA; and

(11) Pursuant to a court order or court-supervised agreement.

(c) The EPA recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, CBI shall be released under paragraphs (b)(1), (2), (3), (4), (5), (6), (7) or (10) of this clause only pursuant to a confidentiality agreement.

(d) With respect to EPA contractors, EPAAR §1552.235-71 will be used as the confidentiality agreement. With respect to contractors for other federal agencies, EPA will expect these agencies to enter into similar confidentiality agreements with their contractors. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA, the CWA, or the OPA. Such entities include, but are not

limited to, accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the EPA to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### H-7 EPAAR 1552.237-72 KEY PERSONNEL. (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

- Program Manager
- Senior Laboratory Scientist
- Bioinformatics Scientist

(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### H-8 EPAAR 1552.237-76 GOVERNMENT-CONTRACTOR RELATIONS. (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.

(c) Employee relationship. (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the

Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of employee benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 3 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 7 (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

(1) The Contractor should notify the Contracting Officer in writing promptly, within [ ] (to be negotiated and inserted into the basic contract at contract award) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within [ ] (to be negotiated and inserted into the basic contract at contract award) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

#### H-9 Local Clauses EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at [support@fedconnect.net](mailto:support@fedconnect.net).

#### H-10 Local Clauses EPA-H-27-102 CONFIDENTIALITY OF INFORMATION

Any data that is generated or obtained during contract performance shall be considered confidential, and shall not be disclosed to anyone other than Environmental Protection Agency employees without the prior written approval of the Contracting Officer. Nor shall any such data be used for any other purpose except in connection with this contract. Any data generated or obtained during contract performance shall be delivered to the Government at the request of the Contracting Officer.

## SECTION I - Commercial Clauses - Sam template

I-1 FAR 52.202-1 DEFINITIONS. (NOV 2013)

I-2 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)

I-3 FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)

I-4 FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (JUL 2016)

I-5 FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (JUL 2016)

I-6 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (JUN 2016)

I-7 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (OCT 2018)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.* (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment-* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.* (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if-

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on-

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18

U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Removed and reserved.

(u) *Unauthorized Obligations.* (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

#### I-8 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (OCT 2019)

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

[X] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).

[X] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) (Reserved)

☐ (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015) (31 U.S.C. 6101 note).

☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

☐ (10) (Reserved)

☐ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (ii) Alternate I (NOV 2011) of 52.219-3.

☐ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (ii) Alternate I (JAN 2011) of 52.219-4.

☐ (13) (Reserved)

☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (OCT 1995) of 52.219-7.

☐ (iii) Alternate II (MAR 2004) of 52.219-7.

☐ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

☐ (17)(i) 52.219-9, Small Business Subcontracting Plan (AUG 2018) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (NOV 2016) of 52.219-9.

☐ (v) Alternate IV (AUG 2018) of 52.219-9.

☐ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☒ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

☐ (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[ ] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2019) (15 U.S.C. 657f).

[X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

[ ] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

[ ] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).

[X] (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2019) (E.O. 13126).

[X] (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (28)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

[ ] (ii) Alternate I (FEB 1999) of 52.222-26.

[X] (29)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

[ ] (ii) Alternate I (JUL 2014) of 52.222-35.

[X] (30)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

[ ] (ii) Alternate I (JUL 2014) of 52.222-36.

[X] (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

[X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (33)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[ ] (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

[ ] (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

[ ] (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

[ ] (ii) Alternate I (OCT 2015) of 52.223-13.

[ ] (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

[ ] (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[ ] (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

[ ] (ii) Alternate I (JUN 2014) of 52.223-16.

[X] (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

[ ] (43) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

[ ] (44) 52.223-21, Foams (JUN 2016) (E.O. 13693).

[ ] (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[ ] (ii) Alternate I (JAN 2017) of 52.224-3.

[ ] (46) 52.225-1, Buy American-Supplies (MAY 2014) (41 U.S.C. chapter 83).

[ ] (47)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[ ] (ii) Alternate I (MAY 2014) of 52.225-3.

[ ] (iii) Alternate II (MAY 2014) of 52.225-3.

[ ] (iv) Alternate III (MAY 2014) of 52.225-3.

[ ] (48) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, *et seq.*, (19 U.S.C. 3301 note).

[X] (49) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[ ] (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

[ ] (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[ ] (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[ ] (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[ ] (54) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

[X] (55) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

[ ] (56) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[ ] (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[X] (58) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[ ] (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[ ] (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[ ] (ii) Alternate I (APR 2003) of 52.247-64.

[ ] (iii) Alternate II (FEB 2006) of 52.247-64.

[ ] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

[ ] (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

[ ] (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[ ] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[ ] (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[ ] (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

[ ] (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

[ ] (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(xiv) [ ] (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

I-9 FAR 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award through five years (60 months).

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### I-10 FAR 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(1) Any order for a single item in excess of \$2,000,000;

(2) Any order for a combination of items in excess of \$5,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### I-11 FAR 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the *maximum*. The Government shall order at least the quantity of supplies or services designated in the Schedule as the *minimum*.

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 6 months beyond the expiration date of the

#### I-12 FAR 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN. (MAR 2015)

#### I-13 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I-14 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

I-15 FAR 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

I-16 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I-17 FAR 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987) - ALTERNATE II (APR 1984)

I-18 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <HTTPS://WWWACQUISITION.GOV>; [http://www.ccf.gov/cgi-bin/text-idx?c=ccfr&tpl=/ccfrbrowse/Title48/48cfrv6\\_02.tpl](http://www.ccf.gov/cgi-bin/text-idx?c=ccfr&tpl=/ccfrbrowse/Title48/48cfrv6_02.tpl)

I-19 FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS. (JAN 2017)

**SECTION J - List of Documents, Exhibits and Other Attachments**

<b>Attachment Number</b>	<b>Title</b>	<b>Date</b>
1	Statement of Work - HTTr	1/29/2020
2	Pricing Worksheets	1/29/2020

## SECTION K - Representations, Certifications, and Other Statements of Bidders

K-1 FAR 52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION. (JAN 2017)

K-2 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)

K-3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)

(a) *Definitions.* As used in this provision-

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than \$10,000,000* means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

K-4 FAR 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW. (FEB 2016)

K-5 FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS. (OCT 2018)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision-

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;

- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

*Sensitive technology-*

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business concern-*

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

*Small disadvantaged business concern*, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

*Subsidiary* means an entity in which more than 50 percent of the entity is owned-

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

*Veteran-owned small business concern* means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

*Women-owned small business concern* means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

*(Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.)*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a small business concern.
- (2) *Veteran-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it \_\_\_ is, \_\_\_ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it \_\_\_ is, \_\_\_ is not a women-owned small business concern.

(6) *WOSB concern eligible under the WOSB Program.* (Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.) The offeror represents that-

(i) It \_\_\_\_ is, \_\_\_\_ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_\_ is, \_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. (The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* (Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.) The offeror represents that-

(i) It \_\_\_\_ is, \_\_\_\_ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It \_\_\_\_ is, \_\_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. (The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.) Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

**Note to paragraphs (c)(8) and (9):** Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it \_\_\_\_ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_.

(10) *HUBZone small business concern.* (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that-

(i) It \_\_\_\_ is, \_\_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It \_\_\_\_ is, \_\_\_\_ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. (The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246-

(1) *Previous contracts and compliance.* The offeror represents that-

(i) It \_\_\_\_ has, \_\_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \_\_\_\_ has, \_\_\_\_ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

(i) It \_\_\_\_ has developed and has on file, \_\_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It \_\_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act"

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

*Other Foreign End Products*

Line Item No.: \_\_\_\_\_

Country of Origin: \_\_\_\_\_

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(List as necessary)*

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Country of Origin

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(List as necessary)*

(g)(4) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

**Line Item No.**

**Country of Origin**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*(List as necessary)*

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No. \_\_\_\_\_

Country of origin \_\_\_\_\_

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) \_\_\_ Are, \_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property,

(3) \_\_\_ Are, \_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.* (A) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). *(The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)*

(1) *Listed end products.*

[ ]

[ ]

Listed Countries of Origin

[ ]

[ ]

(2) *Certification.* (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

\_\_\_ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

\_\_\_ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether

forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) (The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.)

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

☐ TIN: \_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) *Common parent*.

[ ] Offeror is not owned or controlled by a common parent;

[ ] Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that-

(i) It \_\_\_ is, \_\_\_ is not an inverted domestic corporation; and

(ii) It \_\_\_ is, \_\_\_ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it \_\_\_ has or \_\_\_ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: [ ].

Immediate owner legal name: [(Do not use a 'doing business as' name)].

Is the immediate owner owned or controlled by another entity: [ ] Yes or [ ] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: [ ].

Highest-level owner legal name: [(Do not use a 'doing business as' name)].

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is \_\_\_ is not \_\_\_ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is \_\_\_ is not \_\_\_ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it \_\_\_ is or \_\_\_ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_\_ (Do not use a "doing business as" name).

(s) (Reserved)

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* (Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)). (i) The Offeror (itself or through its immediate owner or highest-level owner) \_\_\_ does, \_\_\_ does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) \_\_\_ does, \_\_\_ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

K-6 FAR 52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS. (AUG 2018)

K-7 FAR 52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Matthew J. Growney, U.S. EPA, Cincinnati Acquisition Division, 26 West Martin Luther King Drive, Cincinnati, OH 45268-0001, (513) 487-2029, [growney.matthew@epa.gov](mailto:growney.matthew@epa.gov).

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

K-8 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):  
[HTTPS://WWW.ACQUISITION.GOV](https://www.acquisition.gov) or [http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl)

K-9 EPAAR 1552.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT. (APR 1984)

K-10 EPAAR 1552.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION. (APR 1984)

The offeror \_\_\_ is \_\_\_ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See section L of the solicitation for further information.)

## SECTION L - Instructions, Conditions, and Notices to Bidders

### L-1 FAR 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS. (OCT 2018)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show-

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with subpart 4.10 of the Federal Acquisition Regulation), or alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.* (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on

any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.* (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to- GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers exceeding \$10,000, and offers of \$10,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at [www.sam.gov](http://www.sam.gov) for establishing the unique entity identifier.

(k) Removed and Reserved.

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L-2 FAR 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a single award, Indefinite Delivery, Indefinite Quantity (ID/IQ) type contract with firm fixed price type task orders resulting from this solicitation.

L-3 EPAAR 1552.215-75 PAST PERFORMANCE INFORMATION. (OCT 2000)

- (a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$5M. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.
- (b) Offerors shall submit a list of all or up to 5 contracts and subcontracts completed in the last 3 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.
  - (1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:
    - (a) Name of contracting activity.
    - (b) Contract number.
    - (c) Contract title.
    - (d) Contract type.
    - (e) Brief description of contract or subcontract and relevance to this requirement.
    - (f) Total contract value.
    - (g) Period of performance.
    - (h) Contracting officer, telephone number, and E-mail address (if available).
    - (i) Program manager/project officer, telephone number, and E-mail address (if available).
    - (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
    - (k) List of subcontractors (if applicable).

(l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or

services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

#### L-4 Local Clauses EPA-L-12-101 PROPOSED CONTRACTOR START DATE

For proposal preparation purposes, offerors may assume a contract start date of 07/01/2020.

#### L-5 Local Clauses EPA-L-15-102 TECHNICAL QUESTIONS

Offerors must submit all technical questions concerning this solicitation electronically through FedConnect. In order to submit questions, offerors must register in FedConnect at [www.fedconnect.net](http://www.fedconnect.net), see main page for registration instructions. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at [support@fedconnect.net](mailto:support@fedconnect.net). Only those technical questions posted through FedConnect will be accepted. EPA must receive technical questions no later than 10 calendar days after the issuance date of this solicitation. EPA will utilize FedConnect to issue amendments to the solicitation (e.g., to answer technical questions which may affect proposal submittal). EPA will not reference the source of the questions.

#### L-6 Local Clauses EPA-L-15-104 ELECTRONIC SUBMISSION OF PROPOSALS/BIDS/ OFFERS/QUOTES (MAR 2014)

(a) Electronic submission of proposals, bids, offers or quotes is required and shall only be accepted through the FedConnect web portal. FedConnect can be accessed at <https://www.fedconnect.net/Fedconnect/>. All responses to questions will be released on FedConnect. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at [support@fedconnect.net](mailto:support@fedconnect.net). There is no charge for registration in or use of FedConnect.

(b) All vendors must be registered in the System for Award Management (SAM), as this facilitates vendor credentials validation for FedConnect. Registration may be completed and information regarding the registration process may be obtained at <http://www.sam.gov>. There is no charge for registration in SAM.

#### L-6 Local Clauses EPA-L-36-101 PROPOSAL INSTRUCTIONS

##### (a) Proposal Instructions

(1) The offeror's response is to be submitted in two volumes. The technical proposal is to be separate from the cost proposal. Responses are subject to the following requirements and limitations.

PAGE ORIGINAL/ COMPUTER

##### VOLUME TITLE LIMIT COPIES

I Technical Proposal 100 pages double sided\*

II Cost Proposal No Limit

\*NOTE: This is a total of 100 pages, counting fronts and backs. Any pages exceeding the page limitation will not be read or considered. This limitation does not include resumes, performance questionnaires, charts, figures, or illustrations.

(2) Offeror's shall include a cover letter with their proposal. The cover letter shall include, but is not limited to, the following:

- (i) The solicitation number;
- (ii) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Offeror;
- (iii) Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate with the Government on the Offeror's behalf in connection with this Solicitation;
- (iv) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority;
- (v) Name, title, and signature of principals of the firm.
- (vi) The name, address, telephone number, facsimile number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
- (vii) The complete formal name and address of the Offeror's organization and/or other participants to be used in any resulting contract. Provide Dun and Bradstreet LTD DUNS number for each organization and new entity if one is being created;
- (viii) The name, address, telephone numbers, facsimile numbers, and electronic addresses of representatives of the Government agency having administrative cognizance over the Offeror, contractor team arrangement (as defined at FAR 9.601), or parent company, as applicable (such as contract administration within the meaning of FAR 42.3, Contract Administration Office Functions); and
- (ix) A statement that the Offeror grants to the EPA or its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation; and this right may be exercised in connection with any such reviews deemed necessary by the Government.

(3) Notwithstanding any other provision or clause in this solicitation to the contrary, proposals shall be submitted via the FedConnect® web portal ([www.fedconnect.net](http://www.fedconnect.net)). In order to submit proposals, offerors must register in FedConnect® at [www.fedconnect.net](http://www.fedconnect.net), see main page of FedConnect® website for registration instructions. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at [support@fedconnect.net](mailto:support@fedconnect.net).

(b) Volume-Specific Instructions

- (1) Technical proposal instructions -

1. The technical proposal shall comprehensively address each of the factors described in section M provision, "Evaluation Factors for Contract Award", and it shall be prepared in exactly the same order, using the same numbering system for all criteria and subcriteria. Include all material that is to be evaluated under each of the corresponding individual criterion and subcriterion.
2. Technical proposals shall be limited to a total of 100 typed pages including supporting appendices and diagrams. Any information on pages beyond the page number limitation will not be considered or evaluated. Paper size shall be submitted on 8 ½ " x 11". A piece of paper that has printing on both sides (double-sided) counts as two pages. The type of font used shall be no less than ten (10) point font size and no less than a 3/4" margin on all sides of the page. The following items are excluded from the above stated page limit: letters of transmittal, cover page, table of contents, letters of commitment, past performance references, dividers, and the Quality Management Plan. Samples of scientific publications or corporate publications in support of responses to technical evaluation criteria are encouraged, and do not apply against this page limitation. All Representation and Certifications may be provided in the cost proposal and are not subject to the page limitation. Foldout pages shall be considered more than one page if they exceed a standard 8 ½" x 11" page size. Offerors are strongly encouraged to be as succinct, clear, and concise as possible in the technical submission and to adhere to the page limitation.
3. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from both a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.
4. It should be noted that the following instructions are provided to supplement the technical evaluation criteria. The Offeror bears the burden of providing and addressing all of the information indicated in the technical evaluation criteria. The instructions below in no way limit or eliminate this requirement. The term "Offeror" as used in the Technical Proposal Instructions and the Technical Evaluation Criteria shall mean the prime contractor and any proposed subcontractors or consultants.

The following instructions apply to the Technical Evaluation Criteria as set forth in the section M provision "Evaluation Factors for Contract Award" EPA-M-15-101:

#### CRITERION I – Technical Approach

Criterion I is established to evaluate the offeror's technical capability.

#### CRITERION II- Key Personnel

This criterion is established to evaluate the demonstrated technical qualifications of the proposed Key Personnel. For each of these personnel, the following information shall be provided:

- a. Name and job title;
- b. Proposed role under the contract;
- c. Percent of time available for the contract;
- d. Degree(s) held and corresponding field of study (e.g., BS in chemical engineering);
- e. Specific project experience which relates directly to the type of work specified in the Statement of Work\*;
- f. Job responsibility for project experience described in item e\*;
- g. Time dedicated to each project in item e\*;
- h. Beginning and ending date of each project in item e\*;
- i. Current project commitments, including percent of time for each current project, and duration of each project.

\*It is not sufficient to merely state that an individual worked on a project. Rather, a detailed description of what she/he did on the project is required to adequately fulfill this informational requirement.

#### CRITERION III – Past Performance

This criterion is established to evaluate the offeror's past performance, and the past performance of any proposed subcontractors for subcontracts expected to exceed \$5 million dollars, utilizing information which the Government will elicit from various sources regarding the sources' contractual experience with the offeror. The offeror, and those subcontractors proposed to receive subcontracts expected to exceed five million dollars, shall provide a list of all or up to three relevant contracts and subcontracts completed during the last three years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement in terms of technical scope, and magnitude (dollar amount), to the proposed contract. For each contract listed, the offeror shall provide the information required under the Section L provision EPAAR 1552.215-75 entitled "Past Performance Information" as part of its proposal for both the offeror and for proposed subcontractors for subcontracts expected to exceed \$5,000,000. References may be contacted by the Government and used in the evaluation of the offeror's past performance. References contacted and used to evaluate past performance are not limited to those identified by the offeror.

#### CRITERION IV - QUALITY MANAGEMENT PLAN (Pass/Fail)

In this appendix to the technical proposal, the offeror shall include the pre-award documentation required by FAR 52.246-11 Higher-Level Contract Quality Requirement (Government Specification). The offeror's QMP will be incorporated into any resulting contract.

**\*\*Important Note** – In accordance with EPA QA/R-2 Section 3.2, in order to be acceptable, the QMP must:

- Document the organizational independence of the Quality Assurance (QA) Manager from groups generating, compiling, and evaluating environmental data, and
- Indicate how the organization will ensure that QA personnel will have access to the appropriate levels of management in order to plan assess and improve the organization's quality system.

#### (2) Price proposal instructions –

Each offeror shall submit price quote separate from the technical proposal response through Fedconnect. The Government expects to receive significant price competition through the submission of price quotes from multiple offerors, therefore vendors are advised to submit their best pricing.

#### 1. GENERAL

Firm-Fixed Prices proposed in the offeror's response to the RFP will be incorporated into the resulting contract. Your Price Quote will be evaluated in accordance with FAR 15.

#### 2. SUBMIT THE SUPPLIES/SERVICES SCHEDULE-PRICING WORKSHEET.

##### **Pricing Instructions:**

Offerors shall complete the provided pricing tables with fixed unit pricing and submit a completed pricing table for each year of the contract. Offers shall provide a composite or blended fixed price that will be applicable for the spectrum of species under this contract: human, rat, mouse, and zebrafish.

##### Firm-Fixed Prices

Offerors shall completely populate all pricing unit fields in the Pricing Worksheets for Initial Sequencing and also for Resequencing and submit separate pricing sheets for each contract year (year 1 through year 5).

(c) Proposals which include subcontracting shall also include the results of the prime contractor's evaluation of subcontract cost as required by FAR 15.404-3(b)(2).

## **SECTION M - Evaluation Factors for Award**

### **M-1 Local Clauses EPA-M-15-101 EVALUATION FACTORS FOR CONTRACT AWARD**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service:

#### **I. Technical Approach**

The offeror's technical approach will be evaluated on the demonstrated understanding, knowledge, and capability to perform all requirements of the contract statement of work (SOW). Specifically, offerors must address the following elements, which are considered of equal importance:

1. High throughput Capacity – The offeror's demonstrated technical approach to using High Throughput Screening to complete the tasks outlined in the SOW to process thousands of samples within the timeframes stated in the SOW.
2. Reliable Assays- The offeror's demonstrated technical approach to providing reliable assays for measuring changes in RNA expression in cell lysates and purified RNA samples derived from humans and commonly used laboratory test species (i.e. rat, mouse, zebrafish). Demonstrated technical validation of proposed assays for measuring gene expression in the aforementioned species. Specifically, offerors shall address the following elements:
  - Explain the methods and approaches to be used in generating the libraries from cell lysates or purified RNA, quality checking the libraries, sequencing, sequencing alignments, and data normalization.
  - Demonstrated multiplexed targeted RNA-sequencing capability for up to 20,000 – 21,000 protein coding genes and the ability to evaluate a smaller number of specific genes to decrease price/increase throughput
  - Demonstrated targeted RNA-sequencing capability directly from cell lysates and purified RNA
  - Demonstrated sample barcoding and deconvolution for sequencing samples, and explain overall strategy for pooling barcoded samples from 96- and 384-well plate formats (e.g. number of samples per pool, number of sequencing lanes/runs per pooled library)
  - Demonstrated use of quality control criteria for assessing assay performance.
  - Demonstrated accuracy of the technical approach at sequencing depths proposed in the pricing chart and in relation to non-targeted RNA-Seq.
  - Demonstrated capability for attenuating signal from highly expressed genes
3. Laboratory Practices – The offeror's demonstrated technical approach to employing sound laboratory practices, including the handling and tracking of samples, and strategy for pooling barcoded samples to achieve approximately equal sequencing depth per sample. Ability to perform required analysis with a minimal quantity of sample required for assays proposed. Ability to deliver data of consistent integrity and format.

#### **II. Technical Qualifications, Education, Experience, and Expertise of Key Personnel**

The offeror's Key Personnel will be evaluated on the extent to which they possess the appropriate technical education, experience, and expertise to perform the tasks described in the SOW. The technical qualifications of key personnel shall be evaluated through information provided in the Technical Proposal and key personnel résumés. ONLY the primary candidate (no deputies, backups, etc.) will be factored into the key personnel position evaluations.

The key personnel positions for this requirement are

- Program Manager
- Senior Laboratory Scientist
- Bioinformatics Scientist

### **III. Past Performance**

The offeror's past performance will be evaluated on the demonstrated quality of the offeror's performance of up to five (5) contracts and subcontracts performed during the past three (3) years, which are of similar in nature to this requirement terms of technical scope, and magnitude (dollar amount). The following items will be considered when evaluating the offeror's past performance: Quality of Product or Service; Cost Control; Timeliness of Performance; Business Relations; and Customer Satisfaction.

Offerors with no past performance history, whose past performance is not relevant, or for whom past performance data is not available, will be given, a neutral rating of adequate.

### **IV. Quality Management Plan (QMP)**

The offeror's QMP will each be evaluated by the Quality Assurance Manager of CCTE on whether it meets all of the requirements of FAR 52.246-11, Higher-Level Contract Quality Requirement (Government Specification). Plans that meet all requirements will be rated "Pass", plans that do not meet all requirements will be rated "Fail". An offeror whose QMP is rated as "Fail" at time of award will be ineligible for award.

Documents specifying the requirements and guidance for developing the QMP can be found at EPA's website for QMPs (<http://www.epa.gov/quality/epa-qar-2-epa-requirements-quality-management-plans>). In accordance with EPA QA/R-2 Section 3.2, in order to be acceptable, the QMP must document the organizational independence of the QA Manager from groups generating, compiling, and evaluating environmental data, and indicate how the organization will ensure that QA personnel will have access to the appropriate levels of management in order to plan, assess, and improve the organization's quality system.

(d) The relative importance of the technical criteria are as follows:

- (1) Criterion I 'Technical Approach' is the technical criterion of highest importance, with sub-elements 1, 2, & 3 of equal importance followed in level of importance by;
- (2) Criterion II 'Technical Qualifications of Key Personnel', followed in level of importance by;
- (3) Criterion III 'Past Performance'.

EPA will use a 'Pass' or 'Fail' rating in its evaluation of Criterion IV, the Quality Management Plan criterion. The Quality Management Plan will be evaluated for acceptability only. A proposal that fails to meet the standards set forth in the Section L provision, EPA-L-46-101, "Instructions for the Preparation of a Quality Management Plan," and the Section E clause FAR 52.246-11, "Higher Level Contract Quality Requirements," cannot be considered for award.

(3) Evaluation rating method will be as follows:

In accordance with FAR 15.305(a) the EPA will use the following adjectival ratings in its evaluation of all technical criterion other than Past Performance:

<b>Combined Technical/Risk Rating</b>	
<b>Rating</b>	<b>Description</b>
Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses do not outweigh one another or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Marginal	Proposal does not clearly meet requirements and has not clearly demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not outweighed by strengths. Risk of unsuccessful performance is high.
Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unacceptable for purposes of an award

EPA will use the following adjectival ratings in its evaluation of the past performance criterion:

<b>Performance Confidence Assessment</b>	
<b>Rating</b>	<b>Description</b>
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available, or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

EPA will use a 'Pass' or 'Fail' rating in its evaluation of the Quality Management Plan criterion:

The Quality Management Plan will be evaluated for acceptability only. A proposal that fails to meet the standards cannot be considered for award.

#### **Price Evaluation**

The total proposed price resulting from the grand total of offeror unit pricing under the Attachment 2 Pricing Sheets for each year of the contract shall be the sole quantitative factor utilized to determine best value in the source selection process. The grand total of the pricing resulting from the Attachment 2 Pricing Sheets shall not impact the established ceiling value of the of the contract. The performance quantities contained in the spreadsheets are merely a tool for normalizing the total performance price of competing offerors for pre-award price analysis purposes and they do not reflect ceilings or constrain the mix of tasks that may be issued under the contract.

EPA will perform price analysis and reserves the right to perform a price realism analysis of offerors' price proposals if EPA determines it is in the Government's interest to perform a price realism analysis. While no formal cost/price realism analysis will be performed source selection could be influenced by a finding of unbalanced pricing if in the source selection official's judgement, the pricing balance may introduce a performance risk.

## **STATEMENT OF WORK**

### **High Throughput Transcriptomics Using Targeted RNA-Seq (Human and Common Laboratory Species)**

#### **A. BACKGROUND**

EPA's Center for Computational Toxicology and Exposure (CCTE) coordinates the High Throughput Toxicology (HTT) Research Program, which is part of EPA's broader Chemical Safety for Sustainability (CSS) Strategic Research Action Plan. Chemicals are a lynchpin of innovation in the American economy. Moving toward sustainable development requires designing, producing, and using chemicals in safer ways. Information and methods are needed to make better-informed, more-timely decisions about chemicals. The EPA's HTT research program within CSS is designed to meet this challenge. Current chemical testing is expensive and time consuming, only a small fraction of chemicals have been fully evaluated for potential adverse human health effects. CCTE is working to figure out how to change the current approaches used to evaluate the safety of chemicals. CCTE research integrates advances in biology, biotechnology, chemistry, and computer science. Automated chemical screening technologies (called "high-throughput screening assays") and informatics are being used to screen thousands of chemicals and identify important biological processes that may be disrupted by chemicals. Mathematical and advanced computer models are being developed to trace those disruptions to a related dose and human exposure and help link perturbations in biological processes to adverse health impacts. The combined information helps prioritize chemicals based on potential human health risks. Using HTT testing and computational methods, thousands of chemicals can be evaluated for potential risk at a small cost in a very short amount of time while also limiting the number of laboratory animal-based tests.

A major part of EPA's HTT research is the Toxicity Forecaster (ToxCast™). ToxCast is a multi-year effort launched in 2007 that uses high-throughput methods to expose living cells or isolated proteins to chemicals. The cells or proteins are then screened for changes in biological activity that may be indicative of potential toxic effects and eventually potential adverse health effects. As of 2013 ToxCast has evaluated over 2,000 chemicals from a broad range of sources including: industrial and consumer products, food additives, and potentially "green" chemicals that could be safer alternatives to existing chemicals. Chemicals were evaluated in over 700 high-throughput assays that cover a range of high-level cell responses and approximately 300 signaling pathways. Although research is ongoing to determine which assays under what conditions may lead to toxicological responses, a low-cost, comprehensive screen of potential biological perturbations is desirable. An assay that can provide highly multiplexed measurements of gene expression (i.e. transcriptomics) across a range of cell types and chemicals would be desirable.

#### **B. PURPOSE**

The purpose of this requirement is to obtain contractor support for targeted RNA Sequencing (RNA-seq) to evaluate treatment-related changes in gene expression in cells in culture. Examples of targeted RNA-seq approaches include, but are not limited to TempO-Seq and TruSeq RNA Exome. The EPA is interested in the contractor performing multiplexed assays that measure transcriptomic changes for up to 20,000 – 21,000 protein coding genes using targeted RNA-seq directly on cell lysates or purified RNA samples.

#### **C. CONTRACTOR REQUIREMENTS**

The Contractor shall furnish all resources including the necessary personnel, material, equipment, services, and facilities to perform the tasks outlined in the Statement of Work (SOW). This includes general contract management and oversight functions such as meetings and teleconferences with EPA to review issues, problems, and performance.

**The EPA or its contractors will provide the cell-lysates or purified RNA samples for evaluation.** The Contractor shall provide sample processing protocols and describe how the process will ensure quality of assay/measurement results. The Contractor shall indicate, where relevant, how data processing and analysis would occur to be methodologically and statistically valid.

Performance shall be closely coordinated with EPA staff throughout the process. This coordination shall be facilitated through meetings or teleconferences between contractor staff, EPA Contracting Officer Representative(s) (COR) and other EPA staff as appropriate, beginning upon award of the contract and for subsequent task orders. At these meetings, the following issues will be discussed:

- Quality control/quality assurance issues for the assays/measurements being conducted
- Transcriptomic assay design and/or content (i.e. what genes are being measured)
- Data analysis
- Overall project planning and scheduling.

#### **D. TASKING AREAS**

The contractor shall provide targeted RNA-seq services detailed under the tasking areas below. Examples of targeted RNA-seq approaches include, but are not limited to TempO-Seq and TruSeq RNA Exome. Cell lysates will be shipped on dry ice to the contractor in multiwell plate format (96- or 384-well) plates. Alternatively, purified total RNA may be shipped to the contractor in multiwell plate format (96- or 384-well). The lysates or purified RNA will be used to analyze multiplexed transcriptomic changes for up to 20,000 – 21,000 protein-coding genes using targeted RNA-seq. The libraries will be sequenced to a minimum depth specified by the EPA. The sequencing data will be aligned and the results delivered to the EPA. The contractor shall provide all reagents necessary to create cell lysates that are compatible with their technology from cultures maintained in multi-well format or from tissue samples.

##### Targeted RNA-Seq Libraries and Sequencing

- Targeted RNA-seq methods should provide multiplexed expression measurements for up to 20,000 – 21,000 protein coding genes per sample.
- The contractor must provide options for flexible scaling of the number (ranging from 100 to 21,000) and identity (selected by EPA from vendor supplied probe inventory) of protein coding genes measured in the targeted RNA-Seq assay and incorporate such options into the pricing schedule.
- The contractor must be capable of generating supplemental read depth to previously prepared libraries and provide supplemental pricing for such services.
- The contractor shall be capable of providing multiplexed expression measurement for a variety of species of interest to EPA including human (*Homo sapiens*), rat (*Rattus norvegicus*), mouse (*Mus musculus*) and zebrafish (*Danio rerio*). The contractor should incorporate such options into the pricing schedule.
- The contractor must be able to generate targeted RNA-seq libraries directly from cell / tissue lysates shipped to the contractor without a separate column-based or Trizol-based RNA purification step. Automatable, mRNA capture approaches such as bead- or plate-based methods or capture-free approaches that amplify and sequence the targeted region may be used.

- The contractor must be able to generate targeted RNA-seq libraries from purified total RNA samples shipped to the contractor using an appropriate method.
- Targeted RNA-seq data must be collected in each viable sample to a minimum read depth listed on the pricing chart and specified by EPA.
- Assay performance will be evaluated based on an agreed upon reference control sample or set of reference control samples.
- A single probe or multiple probes per gene may be used. However, if a single probe is used, the performance of that probe must be validated.
- Remaining sample volume and prepared libraries must be frozen and shipped to EPA upon request.
- Option to repress highly expressed genes to increase sensitivity of lower copy genes through probe attenuation or other methods.

#### Data Analysis

- The contractor will perform data quality control and analysis. The contractor will remove barcode adapters, contamination, and low-quality reads from the raw data.
- The contractor will perform the sequencing alignment to a reference genome. The reference genome and alignment method (e.g., TopHat) will be specified by the EPA in consultation with the contractor. Alignment and distribution statistics will be provided to the EPA.
- A raw sample data file containing the total mapped counts per gene and the total mapped counts for each sample will be provided to EPA. The contractor will provide annotation regarding the association of each probe to the Entrez or EMBL-EBI Gene ID upon which the probe design was based. In cases where more than one probe was included for each gene, the probes should be uniquely annotated and associated with a corresponding Entrez or EMBL-EBI Gene ID upon which the probe design was based.
- The raw data should be provided as a FASTQ file on a per sample basis (i.e. 1 fastq file per sample).

#### **E. QUALITY ASSURANCE**

1. The Contractor shall carry out a comprehensive Quality Assurance (QA) program for this contract. The contractor will be required to prepare a Quality Assurance Project Plan (QAPP) in accordance with the EPA's graded approach as explained in QA/R-5. QMPPs must be developed in accordance with the document titled "EPA Requirements for Quality Assurance Project Plans." EPA QA/R-5 can be found at <http://www.epa.gov/quality/qs-docs/r5-final.pdf> and must be approved prior to the start of any literature searches (existing data), data collection, gathering, synthesizing, or data generation (laboratory) work. Additional information related to QA requirements can be found at [www.epa.gov/quality](http://www.epa.gov/quality).
2. All Standard Operating Procedures (SOPs) used under this contract shall include adequate Quality Control (QC) to ensure the data are within acceptable error limits and are of known, acceptable, and verifiable quality. Resources for preparing SOPs, including the QA/G6 guidance document, may be found at <https://www.epa.gov/quality/agency-wide-quality-system-documents>. At a minimum, the Contractor shall include quantitative criteria for the decision to pass or fail test data for each assay on a per plate basis. The pass/fail criteria will typically be based on variability of expression measurements of agreed upon reference standards (such as Microarray Quality Control (MAQC) Consortium pools A and B) run on the same plate as samples and on results that indicate patterns significantly different from normal. The Contractor shall provide sequencing data on the agreed

upon reference standards for each plate evaluated as noted in section F, below. Upon request, the contractor will supply information on sequencing instrument (location and serial number), sequencing flow cell (brand, type, serial number, lane assignment), sequencing date and contract laboratory (if used) to generate targeted RNA-Seq data on a per sample basis. The Contractor shall repeat the assay(s) for those that do not meet the appropriate QC standard at no cost to the Government.

3. EPA may conduct external systems audits of contract activities including sample preparation, analytical, and data management procedures. EPA may also conduct performance audits by using independent QC and performance evaluation (PE) samples, (i.e. standards, blind samples, split samples, etc.) to verify the contractor's analytical performance. EPA may conduct an onsite quality systems and technical systems audit of the facility where the contract work is conducted within one year of the award of the contract. The onsite audit will include a walk-through of the lab spaces where the work for the contract is conducted and will usually be half-day in duration.
4. The contractor shall notify the Contracting Officer Representative of any personnel changes to the Quality Assurance Manager. Proposed substitutes shall have comparable qualifications to those of the persons being replaced.

## **F. DELIVERABLES AND REPORTING REQUIREMENTS**

1. All deliverables for each task order shall be delivered within 120 days of the receipt of the samples unless otherwise stated in the task order. The contractor shall submit reports to the COR or designated alternate. The reports shall contain the following information (at a minimum) using an external hard drive, FTP site, cloud storage or other mutually agreed upon digital means:
  - Per sample raw sequencing reads in the form of a FASTQ file with fixed length reads and complete read headers as generated by the sequencing manufacturer's extraction tool
  - Sample alignment and distribution statistics
  - Sample aligned raw count data in the following format:
    - File #1: A data matrix with sample names as column headers and probe IDs as rows. The data matrix should be populated with the total counts that were mapped to each probe. In cases where more than one probe was included for each gene, the probes should be uniquely annotated.
    - File #2: The total number of mapped counts for each sample.
    - File #3: A data matrix containing sample specific metadata including library preparation date, liquid handling device serial number, PCR machine serial number, sequencing instrument serial number, sequencing instrument location, sequencing flow cell brand and sequencing flow cell type, sequencing flow cell lane assignment(s) used to generate count data. An agreed upon set of additional parameters may be included in addition to this information.
  - Sample processing method protocol including a complete list of sequences and annotations for all probes used
  - Summary report for each set of analyzed samples.
  - QA/QC test results
    - File #1: A data matrix with QC sample name as the column headers and probe IDs as rows. The data matrix should be populated with the total counts that were mapped to each probe. In cases where more than one probe was included for each gene, the probes should be uniquely annotated.
    - File #2: The total number of mapped counts for each QC sample.
2. Electronic files will be delivered via USB drive, external hard drive, or other mutually

Attachment 1 68HERC20R0017  
agreed upon digital means as specified in each task order.



68HERC20R0017 Attachment 2 Pricing Worksheet 2

Offerers shall complete all pricing filed with their proposed Firm Fixed Price per sample for resequencing

Year 1

Assay Size 0-500 Genes		Minimum Mapping			
RNAseq Equivalent Specification		1	10	20	30
50,001 to 80,000 Samples (wells) per batch	Any Species				
20,001 to 50,000 Samples (wells) per batch	Any Species				
10,001 to 20,000 Samples (wells) per batch	Any Species				
8,001 to 10,000 Samples (wells) per batch	Any Species				
5,001 to 8,000 Samples (wells) per batch	Any Species				
2,001 to 5,000 Samples (wells) per batch	Any Species				
1,001 to 2,000 Samples (wells) per batch	Any Species				
501 to 1,000 Samples (wells) per batch	Any Species				
101 to 500 Samples (wells) per batch	Any Species				
1 to 100 Samples (wells) per batch	Any Species				

Year 1

Assay Size 501-5000 Genes		Minimum Mapping			
RNAseq Equivalent Specification		1	10	20	30
50,001 to 80,000 Samples (wells) per batch	Any Species				
20,001 to 50,000 Samples (wells) per batch	Any Species				
10,001 to 20,000 Samples (wells) per batch	Any Species				
8,001 to 10,000 Samples (wells) per batch	Any Species				

5,001 to 8,000 Samples (wells) per batch	Any Species				
2,001 to 5,000 Samples (wells) per batch	Any Species				
1,001 to 2,000 Samples (wells) per batch	Any Species				
501 to 1,000 Samples (wells) per batch	Any Species				
101 to 500 Samples (wells) per batch	Any Species				
1 to 100 Samples (wells) per batch	Any Species				

## Year 1

Assay Size 5001-Whole Transcriptome Genes		Minimum Mapping			
<b>RNAseq Equivalent Specification</b>		1	10	20	30
50,001 to 80,000 Samples (wells) per batch	Any Species				
20,001 to 50,000 Samples (wells) per batch	Any Species				
10,001 to 20,000 Samples (wells) per batch	Any Species				
8,001 to 10,000 Samples (wells) per batch	Any Species				
5,001 to 8,000 Samples (wells) per batch	Any Species				
2,001 to 5,000 Samples (wells) per batch	Any Species				
1,001 to 2,000 Samples (wells) per batch	Any Species				
501 to 1,000 Samples (wells) per batch	Any Species				
101 to 500 Samples (wells) per batch	Any Species				
1 to 100 Samples (wells) per batch	Any Species				

g - Includes resequencing frozen library to additional specified depth

					Sum of Sample Values	Estimated Quantity Per Sample	Total Per Year
l Reads Per sample (millions)							
40	50	60	70	80			
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -

					Sum of Sample Values	Estimated Quantity Per Sample	Total Per Year
l Reads Per sample (millions)							
40	50	60	70	80			
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -



**Year 2**

Assay Size 0-500 Genes		Minimum Mapping			
RNAseq Equivalent Specification		1	10	20	30
50,001 to 80,000 Samples (wells) per batch	Any Species				
20,001 to 50,000 Samples (wells) per batch	Any Species				
10,001 to 20,000 Samples (wells) per batch	Any Species				
8,001 to 10,000 Samples (wells) per batch	Any Species				
5,001 to 8,000 Samples (wells) per batch	Any Species				
2,001 to 5,000 Samples (wells) per batch	Any Species				
1,001 to 2,000 Samples (wells) per batch	Any Species				
501 to 1,000 Samples (wells) per batch	Any Species				
101 to 500 Samples (wells) per batch	Any Species				
1 to 100 Samples (wells) per batch	Any Species				

**Year 2**

Assay Size 501-5000 Genes		Minimum Mapping			
RNAseq Equivalent Specification		1	10	20	30
50,001 to 80,000 Samples (wells) per batch	Any Species				
20,001 to 50,000 Samples (wells) per batch	Any Species				
10,001 to 20,000 Samples (wells) per batch	Any Species				
8,001 to 10,000 Samples (wells) per batch	Any Species				

5,001 to 8,000 Samples (wells) per batch	Any Species				
2,001 to 5,000 Samples (wells) per batch	Any Species				
1,001 to 2,000 Samples (wells) per batch	Any Species				
501 to 1,000 Samples (wells) per batch	Any Species				
101 to 500 Samples (wells) per batch	Any Species				
1 to 100 Samples (wells) per batch	Any Species				

## Year 2

Assay Size 5001-Whole Transcriptome Genes		Minimum Mapping			
RNAseq Equivalent Specification		1	10	20	30
50,001 to 80,000 Samples (wells) per batch	Any Species				
20,001 to 50,000 Samples (wells) per batch	Any Species				
10,001 to 20,000 Samples (wells) per batch	Any Species				
8,001 to 10,000 Samples (wells) per batch	Any Species				
5,001 to 8,000 Samples (wells) per batch	Any Species				
2,001 to 5,000 Samples (wells) per batch	Any Species				
1,001 to 2,000 Samples (wells) per batch	Any Species				
501 to 1,000 Samples (wells) per batch	Any Species				
101 to 500 Samples (wells) per batch	Any Species				
1 to 100 Samples (wells) per batch	Any Species				

I Reads Per sample (millions)					Sum of Sample Values	Estimated Quantity Per Sample	Total Per Year
40	50	60	70	80			
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -

I Reads Per sample (millions)					Sum of Sample Values	Estimated Quantity Per Sample	Total Per Year
40	50	60	70	80			
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -



**Year 3**

**Assay Size 0-500 Genes**

**Minimum Mapping**

<b>RNAseq Equivalent Specification</b>		1	10	20	30
50,001 to 80,000 Samples (wells) per batch	Any Species				
20,001 to 50,000 Samples (wells) per batch	Any Species				
10,001 to 20,000 Samples (wells) per batch	Any Species				
8,001 to 10,000 Samples (wells) per batch	Any Species				
5,001 to 8,000 Samples (wells) per batch	Any Species				
2,001 to 5,000 Samples (wells) per batch	Any Species				
1,001 to 2,000 Samples (wells) per batch	Any Species				
501 to 1,000 Samples (wells) per batch	Any Species				
101 to 500 Samples (wells) per batch	Any Species				
1 to 100 Samples (wells) per batch	Any Species				

**Year 3**

**Assay Size 501-5000 Genes**

**Minimum Mapping**

<b>RNAseq Equivalent Specification</b>		1	10	20	30
50,001 to 80,000 Samples (wells) per batch	Any Species				
20,001 to 50,000 Samples (wells) per batch	Any Species				
10,001 to 20,000 Samples (wells) per batch	Any Species				
8,001 to 10,000 Samples (wells) per batch	Any Species				

5,001 to 8,000 Samples (wells) per batch	Any Species				
2,001 to 5,000 Samples (wells) per batch	Any Species				
1,001 to 2,000 Samples (wells) per batch	Any Species				
501 to 1,000 Samples (wells) per batch	Any Species				
101 to 500 Samples (wells) per batch	Any Species				
1 to 100 Samples (wells) per batch	Any Species				

### Year 3

Assay Size 5001-Whole Transcriptome Genes		Minimum Mapping			
<b>RNAseq Equivalent Specification</b>		1	10	20	30
50,001 to 80,000 Samples (wells) per batch	Any Species				
20,001 to 50,000 Samples (wells) per batch	Any Species				
10,001 to 20,000 Samples (wells) per batch	Any Species				
8,001 to 10,000 Samples (wells) per batch	Any Species				
5,001 to 8,000 Samples (wells) per batch	Any Species				
2,001 to 5,000 Samples (wells) per batch	Any Species				
1,001 to 2,000 Samples (wells) per batch	Any Species				
501 to 1,000 Samples (wells) per batch	Any Species				
101 to 500 Samples (wells) per batch	Any Species				
1 to 100 Samples (wells) per batch	Any Species				

I Reads Per sample (millions)					Sum of Sample Values	Estimated Quantity Per Sample	Total Per Year
40	50	60	70	80			
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -

I Reads Per sample (millions)					Sum of Sample Values	Estimated Quantity Per Sample	Total Per Year
40	50	60	70	80			
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -



**Year 4**

**Assay Size 0-500 Genes**

**Minimum Mapping**

<b>RNAseq Equivalent Specification</b>		1	10	20	30
50,001 to 80,000 Samples (wells) per batch	Any Species				
20,001 to 50,000 Samples (wells) per batch	Any Species				
10,001 to 20,000 Samples (wells) per batch	Any Species				
8,001 to 10,000 Samples (wells) per batch	Any Species				
5,001 to 8,000 Samples (wells) per batch	Any Species				
2,001 to 5,000 Samples (wells) per batch	Any Species				
1,001 to 2,000 Samples (wells) per batch	Any Species				
501 to 1,000 Samples (wells) per batch	Any Species				
101 to 500 Samples (wells) per batch	Any Species				
1 to 100 Samples (wells) per batch	Any Species				

**Year 4**

**Assay Size 501-5000 Genes**

**Minimum Mapping**

<b>RNAseq Equivalent Specification</b>		1	10	20	30
50,001 to 80,000 Samples (wells) per batch	Any Species				
20,001 to 50,000 Samples (wells) per batch	Any Species				
10,001 to 20,000 Samples (wells) per batch	Any Species				
8,001 to 10,000 Samples (wells) per batch	Any Species				

5,001 to 8,000 Samples (wells) per batch	Any Species				
2,001 to 5,000 Samples (wells) per batch	Any Species				
1,001 to 2,000 Samples (wells) per batch	Any Species				
501 to 1,000 Samples (wells) per batch	Any Species				
101 to 500 Samples (wells) per batch	Any Species				
1 to 100 Samples (wells) per batch	Any Species				

#### Year 4

Assay Size 5001-Whole Transcriptome Genes		Minimum Mapping			
RNAseq Equivalent Specification		1	10	20	30
50,001 to 80,000 Samples (wells) per batch	Any Species				
20,001 to 50,000 Samples (wells) per batch	Any Species				
10,001 to 20,000 Samples (wells) per batch	Any Species				
8,001 to 10,000 Samples (wells) per batch	Any Species				
5,001 to 8,000 Samples (wells) per batch	Any Species				
2,001 to 5,000 Samples (wells) per batch	Any Species				
1,001 to 2,000 Samples (wells) per batch	Any Species				
501 to 1,000 Samples (wells) per batch	Any Species				
101 to 500 Samples (wells) per batch	Any Species				
1 to 100 Samples (wells) per batch	Any Species				

I Reads Per sample (millions)					Sum of Sample Values	Estimated Quantity Per Sample	Total Per Year
40	50	60	70	80			
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -

I Reads Per sample (millions)					Sum of Sample Values	Estimated Quantity Per Sample	Total Per Year
40	50	60	70	80			
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -



**Year 5**

**Assay Size 0-500 Genes**

**Minimum Mapping**

<b>RNAseq Equivalent Specification</b>		1	10	20	30
50,001 to 80,000 Samples (wells) per batch	Any Species				
20,001 to 50,000 Samples (wells) per batch	Any Species				
10,001 to 20,000 Samples (wells) per batch	Any Species				
8,001 to 10,000 Samples (wells) per batch	Any Species				
5,001 to 8,000 Samples (wells) per batch	Any Species				
2,001 to 5,000 Samples (wells) per batch	Any Species				
1,001 to 2,000 Samples (wells) per batch	Any Species				
501 to 1,000 Samples (wells) per batch	Any Species				
101 to 500 Samples (wells) per batch	Any Species				
1 to 100 Samples (wells) per batch	Any Species				

**Year 5**

**Assay Size 501-5000 Genes**

**Minimum Mapping**

<b>RNAseq Equivalent Specification</b>		1	10	20	30
50,001 to 80,000 Samples (wells) per batch	Any Species				
20,001 to 50,000 Samples (wells) per batch	Any Species				
10,001 to 20,000 Samples (wells) per batch	Any Species				
8,001 to 10,000 Samples (wells) per batch	Any Species				

5,001 to 8,000 Samples (wells) per batch	Any Species				
2,001 to 5,000 Samples (wells) per batch	Any Species				
1,001 to 2,000 Samples (wells) per batch	Any Species				
501 to 1,000 Samples (wells) per batch	Any Species				
101 to 500 Samples (wells) per batch	Any Species				
1 to 100 Samples (wells) per batch	Any Species				

## Year 5

Assay Size 5001-Whole Transcriptome Genes		Minimum Mapping			
RNAseq Equivalent Specification		1	10	20	30
50,001 to 80,000 Samples (wells) per batch	Any Species				
20,001 to 50,000 Samples (wells) per batch	Any Species				
10,001 to 20,000 Samples (wells) per batch	Any Species				
8,001 to 10,000 Samples (wells) per batch	Any Species				
5,001 to 8,000 Samples (wells) per batch	Any Species				
2,001 to 5,000 Samples (wells) per batch	Any Species				
1,001 to 2,000 Samples (wells) per batch	Any Species				
501 to 1,000 Samples (wells) per batch	Any Species				
101 to 500 Samples (wells) per batch	Any Species				
1 to 100 Samples (wells) per batch	Any Species				

I Reads Per sample (millions)					Sum of Sample Values	Estimated Quantity Per Sample	Total Per Year
40	50	60	70	80			
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -

I Reads Per sample (millions)					Sum of Sample Values	Estimated Quantity Per Sample	Total Per Year
40	50	60	70	80			
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -
					\$ -	34	\$ -

